

JOHN C. ANDERSON, Plaintiff,
vs.
The Western National Bank, Defendant.

BRIEF AND ARGUMENT FOR APPELLANT

BY **WILLIAM G. BROWN**

BY **JOHN G. CARROLL**

IN THE
Supreme Court of the United States

OCTOBER TERM, A. D. 1898.

No.

EDWIN S. SKILLEN,

Appellant,

vs.

JOHN C. AMES, United States Marshal for
the Northern District of Illinois,

Appellee.

} Appeal from Circuit
Court for the North-
ern District of Illi-
nois.

BRIEF AND ARGUMENT FOR APPELLANT.

This appeal, like that of *Nicol v. Ames*, No. 435 (set for argument December 12, 1898), raises the question of the constitutionality of that portion of the new Federal Revenue Act which requires a seller on an exchange to deliver to the buyer "a bill, memorandum, agreement or other evidence of such sale or agreement to sell," showing "the date thereof, the name of the seller, the amount of the sale and the matter or thing to which it refers," and differs from the *Nicol* case only in that Nicol made upon the Chicago Board of Trade a sale for present delivery of *existing* merchandise then owned by him, while appellant made an *agreement to sell* corn

for future delivery without having at any time any corn to deliver on such contract.

The record shows that on November 2, 1898, appellant, a citizen of Illinois and a member of the Chicago Board of Trade, agreed to sell to one Frank Harlow, also a citizen of Illinois and member of said board of trade, five thousand bushels of corn to be delivered at any time during the month of December next appellant should select, without delivering to said buyer a bill or memorandum of said agreement as required by said act, and that thereafter, on November 25, 1898, said Harlow agreed to sell to appellant a like quantity of corn to be delivered on any day in December next that said Harlow might select; and that thereafter, in accordance with the general usage in such cases on said board of trade, the one contract was off-set against the other and a settlement of both affected by the payment by appellant to Harlow of the difference in the selling prices of the two contracts, said appellant at no time having or owing the corn referred to in his agreement to sell nor any corn available for delivery thereon.

Upon an information by the District Attorney, reciting the foregoing facts, appellant was convicted in the District Court at Chicago upon proceedings similar to those in the *Nicol case*, and being committed to custody he applied to the Circuit Court for a writ of *habeas corpus*, which, after issuing the writ, remanded him to custody. Thereupon, appellant perfected the present appeal, and assigns as the only error the Circuit Court's refusal to decide the act unconstitutional and discharge him from custody.

As all the legal principles involved are discussed in the briefs, and will be upon the oral argument of the

Nicol case, a re-discussion of them in the present case would seem unnecessary.

For the reasons there given at length it is submitted that the judgment of the Circuit Court should be reversed and the case remanded with directions to discharge the prisoner.

HENRY S. ROBBINS,

Counsel for Appellant.

JOHN G. CARLISLE,

Of Counsel.